

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	License Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Pro Kennex, Inc.		02/23/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Jerry Tsai
Street Address:	17595 Almahurst Road
Internal Address:	#205
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91748
Entity Type:	INDIVIDUAL: TAIWAN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1160176	PRO KENNEX

CORRESPONDENCE DATA	
Fax Number:	(619)645-5380
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(619)533-7392
Email:	khoffman@luce.com
Correspondent Name:	Katherine M. Hoffman
Address Line 1:	600 West Broadway
Address Line 2:	Suite 2600
Address Line 4:	San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Katherine M. Hoffman
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Total Attachments: 7
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OP \$40.00 1160176

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TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT, made as of the 23RD day of February 2003 (the "Effective Date"), by and between World Pro Kennex, Inc. a California corporation ("LICENSOR") and Jerry Tsai, an individual, or his immediate assignee (provided, however, that such immediate assignee would otherwise qualify as a sublicensee pursuant to section 2.2 below ("LICENSEE"), and is made with reference to the following facts:

A. LICENSOR is the registered owner, subject to the litigation disclosed below, of all right, title, and interest in the "Territory" (as defined in Section 1.1 below) in and to the trademarks and any and all trade dress, packaging, labels, and designs associated therewith, which are set forth in Exhibit A attached hereto (hereinafter, "Licensed Mark"), together with the goodwill of the business symbolized thereby in connection with Products in the Territory; and

B. LICENSOR and LICENSEE mutually desire to enter into this Agreement in accordance with the provisions hereof.

NOW, THEREFORE, LICENSOR and LICENSEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. DEFINITIONS

[REDACTED]

2. GRANT OF LICENSE RIGHTS

2.1 **Grant of License Rights.** Subject to the terms and conditions hereof, LICENSOR hereby grants to LICENSEE, and LICENSEE accepts from LICENSOR, for the term of this Agreement, an exclusive license (except as set forth herein), nontransferable except in accordance with the provisions herein, to use (subject to the provisions hereof) the Licensed Mark for and in

connection with all activities relating to the production, distribution, packaging, marketing, and licensing of the Products in the Territory.

[REDACTED]

[REDACTED]

12. **TERM AND TERMINATION**

12.1 **Term.** Unless earlier terminated in accordance with the terms set forth herein, this Agreement shall terminate on February 23, 2006 ("Termination Date");

[REDACTED]

11/03/03 10:22 TEL 0760 7789388
Mar-10-03 05:Elom From:RJ TAN & TUCKER, LLP.

Palais Royale
714-548-8033


02
T-071 P.19/21 F-207

15.19 **Good Faith.** All parties hereto agree to carry out the terms of this Agreement and to act in good faith with respect to the terms and conditions contained herein before and after the execution hereof.

15.20 **Time is of the Essence.** Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

LICENSOR:

World Pro Kennex, Inc.

By: 
Name: Kevin Gilbert

LICENSEE:

Jerry Tsai

By:  3/11/03
Title: President

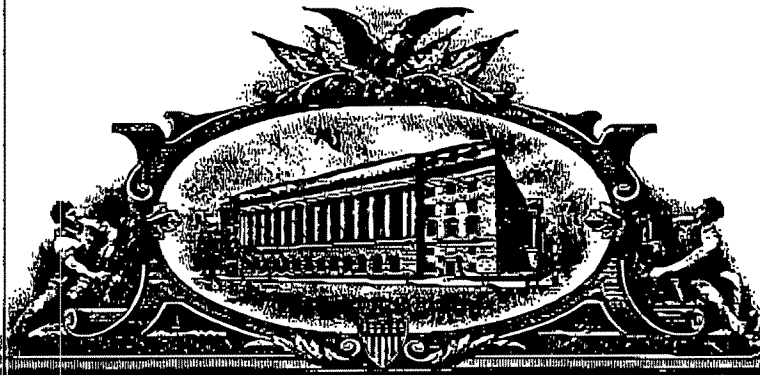
EXHIBIT A

THE LICENSED MARK

Attach 176 Registration Information here



959024



THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

February 06, 2003

**THE ATTACHED U.S. TRADEMARK REGISTRATION 1,160,176 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 20 YEARS FROM *July 07, 1981*
1st RENEWAL FOR A TERM OF 10 YEARS FROM *July 07, 2001*
SECTION 8 & 15**

SAID RECORDS SHOW TITLE TO BE IN:

***WORLD PRO KENNEX, INC.
A CA CORP***



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

H. Phillips
H. PHILLIPS
Certifying Officer

Int. Cl.: 28

Prior U.S. Cl.: 22

Reg. No. 1,160,176

Registered Jul. 7, 1981

United States Patent and Trademark Office

TRADEMARK
Principal Register

PRO KENNEX

Kun Nan Enterprise Ltd. (Taiwan corporation)
Sec. 3, Chung Shan Rd.
7-1, Lane 246,
Tan Tzu Shiang
Taichung Hsien, Taiwan

For: TENNIS RACKETS, BADMINTON
RACKETS AND TABLE TENNIS RACKETS, in
CLASS 28 (U.S. Cl. 22).

First use Mar. 1979; in commerce Mar. 1979.

Ser. No. 240,175, filed Nov. 23, 1979.

ROBERT PEVERADA, Primary Examiner

RECORDED: 11/19/2003

+7609187205

TRADEMARK
NOV-13-2003 04:28pm
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